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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Crystal Randolph,

Plaintiff,

v.

Equifax Information Services LLC;
Trans Union LLC; Experian Information
Solutions, Inc.; Innovis Data Solutions,
Inc.; Clarity Services, Inc.;
Backgroundchecks.com LLC; Oportun,
Inc.; Upstart Holdings, Inc.; Upgrade,
Inc.; Synchrony Financial and Foursight
Capital, LLC,

Defendants.

Case No.: 2:24-cv-01780

**Complaint for Damages Pursuant to
the Fair Credit Reporting Act, 15
U.S.C. §1681, et seq.**

Jury Trial Demanded

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Introduction

1. The United States Congress has found the banking system is dependent up-on fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), to ensure fair and accurate re-porting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called “furnishers.”
2. The FCRA protects consumers through a tightly wound set of procedural protections from the material risk of harms that otherwise flow from inaccurate reporting. Thus, through the FCRA, Congress struck a balance between the credit industry’s desire to base credit decisions on accurate information, and consumers’ substantive right to protection from damage to reputation, shame, mortification, and the emotional distress that naturally follows from inaccurate reporting of a consumer’s fidelity to his or her financial obligations.
3. Crystal Randolph (“Plaintiff”), by counsel, brings this action to challenge the actions of Equifax Information Services LLC (“Equifax”); Trans Union LLC (“Trans Union”); Experian Information Solutions, Inc. (“Experian”); Innovis Data Solutions, Inc. (“Innovis”); Clarity Services, Inc. (“Clarity”); Backgroundchecks.com LLC (“BGC”); Oportun, Inc. (“Oportun”); Upstart Holdings, Inc. (“Upstart”); Upgrade, Inc. (“Upgrade”); Synchrony Financial (“Synchrony”) and Foursight Capital, LLC (“Foursight”) (jointly as

1 “Defendants”), with regard to erroneous reports of derogatory credit information
2 to national reporting agencies and Defendants’ failure to properly investigate
3 Plaintiff’s disputes.

4 4. Plaintiff makes these allegations on information and belief, with the exception of
5 those allegations that pertain to Plaintiff, which Plaintiff alleges on personal
6 knowledge.

7 5. While many violations are described below with specificity, this Complaint alleges
8 violations of the statutes cited in their entirety.

9 6. Unless otherwise stated, all the conduct engaged in by Defendants took place in
10 Nevada.

11 7. Any violations by Defendants were knowing, willful, and intentional, and
12 Defendants did not maintain procedures reasonably adapted to avoid any such
13 violations.

14 8. Defendants failed to properly investigate Plaintiff’s disputes, damaging Plaintiff’s
15 creditworthiness.

16 **Jurisdiction and Venue**

17 9. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question
18 jurisdiction); 15 U.S.C. § 1681.

19 10. This action arises out of Defendants' violations of the FCRA.

20 11. Venue is proper in the United States District Court for the District of Nevada
21 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark County,
22 Nevada and because Defendants are subject to personal jurisdiction in Clark
23 County, Nevada as they conduct business here. Venue is also proper because the
24 conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2).

25 **Parties**

26 12. Plaintiff is a natural person living in Clark County, Nevada. In addition, Plaintiff
27 is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

28 13. Defendants are each a corporation doing business in the State of Nevada.

- 1 14. Oportun, Upstart, Upgrade, Synchrony and Foursight are furnishers of
2 information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the
3 ordinary course of business furnish information to a consumer credit reporting
4 agency.
- 5 15. Equifax, Trans Union, Experian, Innovis, Clarity and BGC regularly assemble
6 and/or evaluate consumer credit information for the purpose of furnishing
7 consumer reports to third parties and use interstate commerce to prepare and/or
8 furnish the reports. These entities are “consumer reporting agencies” as that term
9 is defined by 15 U.S.C. §1681a(f).
- 10 16. Unless otherwise indicated, the use of Defendants’ names in this Complaint
11 includes all agents, employees, officers, members, directors, heirs, successors,
12 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
13 the named Defendants.

General Allegations

Re: Bankruptcy Case No. 23-10734

- 14 17. On or about February 28, 2023, Plaintiff filed for bankruptcy in the United States
15 bankruptcy Court for the District of Nevada pursuant to 11 U.S.C. §1301 et seq.
16 (the “bankruptcy”).
- 17 18. The obligations to each creditor-furnisher herein (as applicable) were scheduled
18 in the bankruptcy and each respective creditor, or its predecessor in interest,
19 received notice of the bankruptcy.
- 20 19. None of the creditor-furnishers named herein filed any proceedings to declare
21 their alleged debts “non-dischargeable” pursuant to 11 U.S.C. § 523 et seq.
- 22 20. No creditor-furnisher named herein obtained relief from the “automatic stay”
23 codified at 11 U.S.C. §362 et seq. while Plaintiff’s bankruptcy was pending to
24 pursue Plaintiff for any personal liability.
21. Further, while the automatic stay was in effect during the bankruptcy, it was
illegal and inaccurate for any creditor-furnisher named herein to report any post-

1 bankruptcy derogatory collection information, pursuant to the Orders entered by
2 the bankruptcy Court.

3 22. The accounts named herein (as applicable) were discharged through the
4 bankruptcy on June 5, 2023.

5 23. However, Defendants either reported or caused to be reported inaccurate
6 information as discussed below after Plaintiff's debts were discharged.

7 24. Additionally, Defendants' inaccurate reporting did not comply with the
8 Consumer Data Industry Association's Metro 2 reporting standards, which
9 provides guidance for credit reporting and FCRA compliance.

10 25. The Consumer Data Industry Association ("CDIA") publishes the Metro 2
11 ("Metro 2") reporting standards to assist furnishers with their compliance
12 requirements under the FCRA.

13 26. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*
14 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that "industry
15 standards require that a debt discharged in bankruptcy be reported to a credit
16 reporting agency with the notation 'Discharged in bankruptcy' and with a zero
17 balance due").

18 27. On information and belief, Defendants adopted and at all times relevant
19 implemented the Metro 2 format.

20 28. On information and belief, each furnisher named herein adopted the Metro 2
21 reporting standards and at all times relevant implemented the Metro 2 format as
22 an integral aspect of their respective duties under the FCRA to have in place
23 adequate and reasonable policies and procedures to handle investigations of
24 disputed information.

25 29. Each furnisher named herein failed to conform to the Metro 2 Format when
26 reporting on Plaintiff's accounts after Plaintiff filed bankruptcy as further set
27 forth below.

28 30. In turn, each of the credit reporting agencies named herein, reported and re-

reported the inaccurate information, thus violating their duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

31. To this end, the adverse reporting on Plaintiff's consumer report departed from the credit industry's own reporting standards and was not only inaccurate, but also materially misleading under the CDIA's standards as well.

32. A "materially misleading" statement is concerned with omissions to credit entries, that in context create misperceptions about otherwise may be factually accurate data. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009).

**Equifax, Oportun, Upstart, Upgrade, Synchrony and Foursight
Misreported Consumer Information
and Failed to Investigate Plaintiff's Dispute**

33. In Plaintiff's consumer report from Equifax dated January 1, 2024, Equifax and Oportun inaccurately reported the status of account No. 9631 as closed 30-59 days past due. This is inaccurate, misleading, and derogatory because this account was included in Plaintiff's bankruptcy.

34. In addition, Equifax and Upstart inaccurately reported the status of account No. 46 as charged off. This is inaccurate, misleading, and derogatory because this account was included in Plaintiff's bankruptcy.

35. Similarly, Equifax and Upgrade inaccurately reported the status of account No. 8174 as charged off. This is inaccurate, misleading, and derogatory because this account was included in Plaintiff's bankruptcy.

36. Moreover, Equifax and Upgrade inaccurately reported the status of account No. 2327 as charged off. This is inaccurate, misleading, and derogatory because this account was included in Plaintiff's bankruptcy.

37. Further, Equifax and Synchrony inaccurately reported account No. 1498. This is inaccurate, misleading, and derogatory because it should not be reported on

1 Plaintiff's consumer file as it is more than 10 years since it has been closed.

2 38. Furthermore, Equifax and Foursight inaccurately reported the status of account
3 No. 9698 as charged off. This is inaccurate, misleading, and derogatory because
4 this account was included in Plaintiff's bankruptcy.

5 39. On or about February 15, 2024, Plaintiff disputed the inaccurate reporting
6 pursuant to 15 U.S.C. § 1681i(a)(2), by notifying Equifax, in writing, of the
7 inaccurate, misleading, and derogatory information.

8 40. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax, requesting
9 the above inaccurate information be updated, modified, or corrected.

10 41. Equifax was required to conduct a reinvestigation into the disputed information
11 on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

12 42. Upon information and belief, Equifax timely notified Oportun, Upstart, Upgrade,
13 Synchrony and Foursight regarding Plaintiff's dispute, as required under 15
14 U.S.C. § 1681i(a)(2).

15 43. Upon information and belief, Equifax provided Oportun, Upstart, Upgrade,
16 Synchrony and Foursight with a notice regarding Plaintiff's dispute under 15
17 U.S.C. § 1681i(a)(5)(A).

18 44. Upon information and belief, Equifax provided all relevant information to
19 Oportun, Upstart, Upgrade, Synchrony and Foursight regarding Plaintiff's
20 dispute, as required under 15 U.S.C. § 1681i(a)(2).

21 45. However, Plaintiff never received any notification from Equifax that Equifax,
22 Oportun, Upstart, Upgrade, Synchrony and Foursight investigated and
23 reinvestigated Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(6).

24 46. A reasonable investigation by Equifax, Oportun, Upstart, Upgrade, Synchrony
and Foursight would have determined that they were reporting the above disputed
information inaccurately.

47. Equifax, Oportun, Upstart, Upgrade, Synchrony and Foursight failed to review
all relevant information provided by Plaintiff in Plaintiff's dispute, as required by

1 and in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

2 48. Upon information and belief, Oportun, Upstart, Upgrade, Synchrony and
3 Foursight continued to report the inaccurate information.

4 49. In turn, Equifax re-reported the inaccurate information, thus violating its duty to
5 follow reasonable procedures to assure maximum possible accuracy under 15
6 U.S.C. § 1681e(b) when preparing a consumer report.

7 50. Equifax, Oportun, Upstart, Upgrade, Synchrony and Foursight upon receipt of
8 Plaintiff's dispute, failed to conduct an investigation or reinvestigation with
9 respect to the disputed information as required by 15 U.S.C. § 1681i and 15
10 U.S.C. § 1681s-2(b), respectively.

11 51. Due to Equifax's, Oportun's, Upstart's, Upgrade's, Synchrony's and Foursight's
12 failure to reasonably investigate, they further failed to correct and update
13 Plaintiff's information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-
14 2(b), thereby causing continued reporting of inaccurate information in violation
15 of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

16 52. Equifax's, Oportun's, Upstart's, Upgrade's, Synchrony's and Foursight's
17 continued inaccurate, misleading, and derogatory reporting was knowing and
18 willful, in light of their knowledge of the actual error. Plaintiff is, accordingly,
19 eligible for statutory damages.

20 53. Also as a result of Equifax's, Oportun's, Upstart's, Upgrade's, Synchrony's and
21 Foursight's continued inaccurate, misleading, and derogatory reporting, Plaintiff
22 has suffered actual damages, including without limitation, fear of credit denials,
23 out-of-pocket expenses in challenging the inaccurate reporting, damage to
24 Plaintiff's creditworthiness, and emotional distress.

54. By inaccurately reporting consumer information after notice and confirmation of
their errors, Equifax, Oportun, Upstart, Upgrade, Synchrony and Foursight failed
to take the appropriate measures as required under 15 U.S.C. § 1681i and 15
U.S.C. § 1681s-2(b), respectively.

**Trans Union, Oportun and Upgrade Misreported Consumer Information
and Failed to Investigate Plaintiff's Dispute**

55. In Plaintiff's consumer report from Trans Union dated October 11, 2023, Trans Union inaccurately reported Plaintiff's personal information. Plaintiff's name was reported as Crystal Lyannan Randolph, Crystal Ranolph and Crystal L. Randolph. This is inaccurate, misleading, and derogatory because these names do not pertain to Plaintiff.

56. In addition, Trans Union listed an address on Plaintiff's consumer report which does not pertain to Plaintiff. This is inaccurate, misleading, and derogatory because this address does not pertain to Plaintiff.

57. Further, Trans Union and Oportun inaccurately reported the status of account No. 5099*** as refinanced and closed. This is inaccurate, misleading, and derogatory because this account was discharged through Plaintiff's bankruptcy.

58. Furthermore, Trans Union and Upgrade inaccurately reported the date the account No. 1159*** closed as August 31, 2022. This is inaccurate, misleading, and derogatory because this account was closed on September 21, 2022.

59. On or about December 1, 2023, Plaintiff disputed the inaccurate reporting pursuant to 15 U.S.C. § 1681i(a)(2), by notifying Trans Union, in writing, of the inaccurate, misleading, and derogatory information.

60. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union, requesting the above inaccurate information be updated, modified, or corrected.

61. Trans Union was required to conduct a reinvestigation into the disputed information on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

62. Upon information and belief, Trans Union timely notified Oportun and Upgrade regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

63. Upon information and belief, Trans Union provided Oportun and Upgrade with a notice regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

64. Upon information and belief, Trans Union provided all relevant information to

Oportun and Upgrade regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

65. On or around December 22, 2023, Plaintiff received notice that Trans Union, Oportun and Upgrade investigated and reinvestigated Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(6).

66. A reasonable investigation by Trans Union, Oportun and Upgrade would have determined that they were reporting the above disputed information inaccurately.

67. Trans Union, Oportun and Upgrade failed to review all relevant information provided by Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

68. Upon information and belief, Oportun and Upgrade continued to report the inaccurate information.

69. In turn, Trans Union re-reported the inaccurate information, thus violating its duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

70. Trans Union, Oportun and Upgrade, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

71. Due to Trans Union's, Oportun's and Upgrade's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

72. Trans Union's, Oportun's and Upgrade's continued inaccurate, misleading, and derogatory reporting was knowing and willful, in light of their knowledge of the actual error. Plaintiff is, accordingly, eligible for statutory damages.

73. Also as a result of Trans Union's, Oportun's and Upgrade's continued inaccurate,

misleading, and derogatory reporting, Plaintiff has suffered actual damages, including without limitation, fear of credit denials, out-of-pocket expenses in challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional distress.

74. By inaccurately reporting consumer information after notice and confirmation of their errors, Trans Union, Oportun and Upgrade failed to take the appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

**Experian and Oportun Misreported Consumer Information
and Failed to Investigate Plaintiff's Dispute**

75. In Plaintiff's consumer report from Experian dated October 11, 2023, Experian inaccurately reported Plaintiff's personal information. Plaintiff's name was reported as Randolph Crystal Lynnnann, Crystal L Randolph, Randolph Crystal, Crystal Lynn Randolph, Crsytal Randolph, Cystal Rendolph and Crytsral L Randolph. This is inaccurate, misleading, and derogatory because these names do not pertain to Plaintiff.

76. In addition, Experian and Oportun inaccurately reported account No. 509*** as refinanced and closed. This is inaccurate, misleading, and derogatory because this account was discharged through Plaintiff's bankruptcy.

77. On December 15, 2023, Plaintiff disputed the inaccurate reporting pursuant to 15 U.S.C. § 1681i, by notifying Experian, in writing, of the inaccurate, misleading, and derogatory information.

78. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian, requesting the above inaccurate information be updated, modified, or corrected.

79. Experian was required to conduct a reinvestigation into the disputed information on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

80. Upon information and belief, Experian timely notified Oportun regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

- 1 81. Upon information and belief, Experian provided Oportun with a notice regarding
- 2 Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).
- 3 82. Upon information and belief, Experian provided all relevant information to
- 4 Oportun regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).
- 5 83. However, Plaintiff never received any notification from Experian that Experian
- 6 and Oportun investigated and reinvestigated Plaintiff's dispute, as required under
- 7 15 U.S.C. § 1681i(a)(6).
- 8 84. A reasonable investigation by Experian and Oportun would have determined that
- 9 they were reporting the above disputed information inaccurately.
- 10 85. Experian and Oportun failed to review all relevant information provided by
- 11 Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i
- 12 and 15 U.S.C. § 1681s-2(b), respectively.
- 13 86. Upon information and belief, Oportun continued to report the inaccurate
- 14 information.
- 15 87. In turn, Experian re-reported the inaccurate information, thus violating its duty
- 16 to follow reasonable procedures to assure maximum possible accuracy under 15
- 17 U.S.C. § 1681e(b) when preparing a consumer report.
- 18 88. Experian and Oportun, upon receipt of Plaintiff's dispute, failed to conduct an
- 19 investigation or reinvestigation with respect to the disputed information as
- 20 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.
- 21 89. Due to Experian's and Oportun's failure to reasonably investigate, they further
- 22 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
- 23 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of
- 24 inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.
90. Experian's and Oportun's continued inaccurate, misleading, and derogatory reporting was knowing and willful, in light of their knowledge of the actual error. Plaintiff is, accordingly, eligible for statutory damages.

1 91. Also as a result of Experian's and Oportun's continued inaccurate, misleading,
2 and derogatory reporting, Plaintiff has suffered actual damages, including
3 without limitation, fear of credit denials, out-of-pocket expenses in challenging
4 the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional
distress.

5 92. By inaccurately reporting consumer information after notice and confirmation of
6 their errors, Experian and Oportun failed to take the appropriate measures as
7 required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

8 **Innovis Failed to Provide Consumer Information**

9 93. On or around October 13, 2023, Plaintiff requested a consumer report from
10 Innovis pursuant to 15 U.S.C. § 1681g.

11 94. Specifically, Plaintiff sent a letter, certified, return receipt, to Innovis, requesting
12 a copy of Plaintiff's consumer report. Plaintiff's letter included Plaintiff's social
13 security number, date of birth, a copy of Plaintiff's Nevada Driver License, and
14 Plaintiff's current mailing address. The request included all of the information
that Innovis needed to identify Plaintiff and comply with the FCRA.

15 95. However, Innovis never provided Plaintiff's consumer report to Plaintiff, as
16 required under 15 U.S.C. § 1681g.

17 96. Plaintiff's continued efforts to obtain Plaintiff's consumer report, pursuant to 15
18 U.S.C. § 1681g, were fruitless.

19 97. Innovis' refusal to provide Plaintiff's consumer report and disclosures was
20 knowing and willful because Innovis received Plaintiff's continued requests and
21 all the information necessary to comply with 15 U.S.C. § 1681g, but Innovis
refused to provide Plaintiff's consumer report. Plaintiff is, accordingly, eligible
for statutory damages.

22 98. Also, as a result of Innovis' refusal to provide Plaintiff's consumer report,
23 Plaintiff has suffered actual damages, including without limitation, fear of credit
24 denials because of Plaintiff's inability to review consumer information, out-of-

1 pocket expenses for the time and mailing of multiple requests, and emotional
2 distress. Moreover, because Innovis refused to provide Plaintiff's 1681g
3 disclosures, Plaintiff was unable to adequately opt out of certain disclosures to
4 other parties and ensure fair and accurate reporting of Plaintiff's credit
5 information. Plaintiff suffered emotional distress and mental anguish as a result
6 of Innovis' actions described herein. Plaintiff further suffered anger, anxiety,
7 feelings of helplessness, humiliation, and embarrassment after repeatedly being
8 denied the right to review Plaintiff's 1681g disclosures.

9 99. By refusing to provide Plaintiff's consumer report and disclosures, Innovis failed
10 to take the appropriate measures as required under 15 U.S.C. § 1681g.

11 **Clarity Failed to Provide Consumer Information**

12 100. On or around October 13, 2023, Plaintiff requested a consumer report from
13 Clarity pursuant to 15 U.S.C. § 1681g.

14 101. Specifically, Plaintiff sent a letter, certified, return receipt, to Clarity, requesting
15 a copy of Plaintiff's consumer report. Plaintiff's letter included Plaintiff's social
16 security number, date of birth, a copy of Plaintiff's Nevada Driver License, and
17 Plaintiff's current mailing address. The request included all of the information
18 that Clarity needed to identify Plaintiff and comply with the FCRA.

19 102. However, Clarity never provided Plaintiff's consumer report to Plaintiff, as
20 required under 15 U.S.C. § 1681g.

21 103. Plaintiff's continued efforts to obtain Plaintiff's consumer report, pursuant to 15
22 U.S.C. § 1681g, were fruitless.

23 104. Clarity's refusal to provide Plaintiff's consumer report and disclosures was
24 knowing and willful because Clarity received Plaintiff's continued requests and
all the information necessary to comply with 15 U.S.C. § 1681g, but Clarity
refused to provide Plaintiff's consumer report. Plaintiff is, accordingly, eligible
for statutory damages.

1 105. Also, as a result of Clarity's refusal to provide Plaintiff's consumer report,
2 Plaintiff has suffered actual damages, including without limitation, fear of credit
3 denials because of Plaintiff's inability to review consumer information, out-of-
4 pocket expenses for the time and mailing of multiple requests, and emotional
5 distress. Moreover, because Clarity refused to provide Plaintiff's 1681g
6 disclosures, Plaintiff was unable to adequately opt out of certain disclosures to
7 other parties and ensure fair and accurate reporting of Plaintiff's credit
8 information. Plaintiff suffered emotional distress and mental anguish as a result
9 of Clarity's actions described herein. Plaintiff further suffered anger, anxiety,
10 feelings of helplessness, humiliation, and embarrassment after repeatedly being
11 denied the right to review Plaintiff's 1681g disclosures.

12 106. By refusing to provide Plaintiff's consumer report and disclosures, Clarity failed
13 to take the appropriate measures as required under 15 U.S.C. § 1681g.

14 **BGC Failed to Provide Consumer Information**

15 107. On or around October 13, 2023, Plaintiff requested a consumer report from
16 BGC pursuant to 15 U.S.C. § 1681g.

17 108. Specifically, Plaintiff sent a letter, certified, return receipt, to BGC, requesting a
18 copy of Plaintiff's consumer report. Plaintiff's letter included Plaintiff's social
19 security number, date of birth, a copy of Plaintiff's Nevada Driver License, and
20 Plaintiff's current mailing address. The request included all of the information
21 that BGC needed to identify Plaintiff and comply with the FCRA.

22 109. However, BGC never provided Plaintiff's consumer report to Plaintiff, as
23 required under 15 U.S.C. § 1681g.

24 110. Plaintiff's continued efforts to obtain Plaintiff's consumer report, pursuant to 15
U.S.C. § 1681g, were fruitless.

111. BGC's refusal to provide Plaintiff's consumer report and disclosures was
knowing and willful because BGC received Plaintiff's continued requests and all
the information necessary to comply with 15 U.S.C. § 1681g, but BGC refused

1 to provide Plaintiff's consumer report. Plaintiff is, accordingly, eligible for
2 statutory damages.

3 112. Also, as a result of BGC's refusal to provide Plaintiff's consumer report, Plaintiff
4 has suffered actual damages, including without limitation, fear of credit denials
5 because of Plaintiff's inability to review consumer information, out-of-pocket
6 expenses for the time and mailing of multiple requests, and emotional distress.
7 Moreover, because BGC refused to provide Plaintiff's 1681g disclosures,
8 Plaintiff was unable to adequately opt out of certain disclosures to other parties
9 and ensure fair and accurate reporting of Plaintiff's credit information. Plaintiff
10 suffered emotional distress and mental anguish as a result of BGC's actions
11 described herein. Plaintiff further suffered anger, anxiety, feelings of
12 helplessness, humiliation, and embarrassment after repeatedly being denied the
13 right to review Plaintiff's 1681g disclosures.

14 113. By refusing to provide Plaintiff's consumer report and disclosures, BGC failed
15 to take the appropriate measures as required under 15 U.S.C. § 1681g.

16 **Plaintiff's damages**

17 114. In addition to Plaintiff's creditworthiness being negatively impacted, Plaintiff
18 suffered emotional distress and mental anguish as a result of Defendants' actions
19 described herein. In addition, Plaintiff incurred out-of-pocket costs and time in
20 attempts to dispute Defendants' actions. Plaintiff further suffered humiliation and
21 embarrassment.

22 **Violations of the Fair Credit Reporting Act**

23 **15 U.S.C. § 1681**

24 115. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
as though fully stated herein.

116. The foregoing acts and omissions constitute numerous and multiple willful,
reckless, or negligent violations of the FCRA, including but not limited to each
and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681, et

1 seq.

2 117. As a result of each and every willful violation of the FCRA, Plaintiff is entitled
3 to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1);
4 statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the
5 Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's
6 fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

7 118. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is
8 entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
9 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §
10 1681o(a)(2) from Defendants.

11 **Prayer for relief**

12 119. Plaintiff prays that judgment be entered against Defendants, and Plaintiff be
13 awarded damages from Defendants, as follows:

- 14 ● An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- 15 ● An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- 16 ● An award of punitive damages as the Court may allow pursuant to 15 U.S.C.
17 § 1681n(a)(2);
- 18 ● An award of costs of litigation and reasonable attorney's fees, pursuant to 15
19 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1); and
- 20 ● Any other relief that this Court deems just and proper.

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Jury Demand

120. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: September 23, 2024.

Respectfully submitted,

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